

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

AMERICAN FREIGHT, LLC and
AMERICAN FREIGHT GROUP, LLC,

Plaintiffs,

v.

SURPLUS FREIGHT, LLC,
SURPLUS FREIGHT, INC.,
STAGE CAPITAL, LLC,
ASAPH RINK, and
DAVID BELFORD

Defendants.

Case No. 2:21-cv-1922

Judge Michael H. Watson

Magistrate Judge Elizabeth Preston Deavers

AMERICAN FREIGHT, LLC, and
AMERICAN FREIGHT MANAGEMENT
COMPANY, LLC

Plaintiffs,

v.

JOEL CADY and
HARIS BULJINA

Defendants.

Case No. 2:21-cv-2136

**DEFENDANT ASAPH RINK'S ANSWER TO
PLAINTIFFS' FIRST AMENDED COMPLAINT**

Defendant Asaph Rink ("Defendant"), by and through undersigned counsel, for his Answer to Plaintiffs' First Amended Complaint ("Complaint"), state as follows:

1. Defendant denies the allegations contained in Paragraph 1 of Plaintiffs' First Amended Complaint.

2. Defendant denies the allegations contained in Paragraph 2 of Plaintiffs' First Amended Complaint.

3. Defendant denies the allegations contained in Paragraph 3 of Plaintiffs' First Amended Complaint.

4. Defendant denies the allegations contained in Paragraph 4 of Plaintiffs' First Amended Complaint.

5. Defendant denies the allegations contained in Paragraph 5 of Plaintiffs' First Amended Complaint.

6. Defendant denies the allegations contained in Paragraph 6 of Plaintiffs' First Amended Complaint.

7. Defendant denies the allegations contained in Paragraph 7 of Plaintiffs' First Amended Complaint.

8. Defendant denies the allegations contained in Paragraph 8 of Plaintiffs' First Amended Complaint.

9. Defendant denies the allegations contained in Paragraph 9 of Plaintiffs' First Amended Complaint.

10. Defendant denies the allegations contained in Paragraph 10 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

11. Defendant denies the allegations contained in Paragraph 11 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

12. Defendant admits the allegations contained in Paragraph 12 of Plaintiffs' First Amended Complaint.

13. Defendant admits the allegations contained in Paragraph 13 of Plaintiffs' First Amended Complaint.

14. Defendant admits the allegations contained in Paragraph 14 of Plaintiffs' First Amended Complaint.

15. Defendant denies the allegations contained in Paragraph 15 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

16. Defendant denies the allegations contained in Paragraph 16 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

17. Paragraph 17 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

18. Paragraph 18 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

19. Paragraph 19 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

20. Paragraph 20 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

21. Paragraph 21 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

22. Paragraph 22 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

23. Paragraph 23 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

24. Defendant denies the allegations contained in Paragraph 24 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

25. Defendant denies the allegations contained in Paragraph 25 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

26. Defendant denies the allegations contained in Paragraph 26 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

27. Defendant denies the allegations contained in Paragraph 27 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

28. Defendant denies the allegations contained in Paragraph 28 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

29. Defendant admits that he was hired in 2006 as a sales associate. Exhibit 1 speaks for itself.

30. In response to the allegations contained in Paragraph 30 of Plaintiffs' First Amended Complaint, Defendant states that employment agreement speaks for itself, and denies any allegation contained in Paragraph 30 that is inconsistent with language of that document.

31. In response to the allegations contained in Paragraph 31 of Plaintiffs' First Amended Complaint, Defendant states that employment agreement speaks for itself, and denies any allegation contained in Paragraph 31 that is inconsistent with language of that document.

32. In response to the allegations contained in Paragraph 32 of Plaintiffs' First Amended Complaint, Defendant states that employment agreement speaks for itself, and denies any allegation contained in Paragraph 32 that is inconsistent with language of that document.

33. In response to the allegations contained in Paragraph 33 of Plaintiffs' First Amended Complaint, Defendant states that employment agreement speaks for itself, and denies any allegation contained in Paragraph 33 that is inconsistent with language of that document.

34. In response to the allegations contained in Paragraph 34 of Plaintiffs' First Amended Complaint, Defendant states that employment agreement speaks for itself, and denies any allegation contained in Paragraph 34 that is inconsistent with language of that document.

35. In response to the allegations contained in Paragraph 35 of Plaintiffs' First Amended Complaint, Defendant states that employment agreement speaks for itself, and denies any allegation contained in Paragraph 35 that is inconsistent with language of that document.

36. Defendant denies the allegations contained in Paragraph 36 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

37. Defendant denies the allegations contained in Paragraph 37 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

38. Defendant denies the allegations contained in Paragraph 38 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

39. Defendant denies the allegations contained in Paragraph 39 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

40. Defendant denies the allegations contained in Paragraph 40 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

41. In response to the allegations contained in Paragraph 41 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 41 that is inconsistent with language of that document.

42. In response to the allegations contained in Paragraph 42 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 42 that is inconsistent with language of that document.

43. In response to the allegations contained in Paragraph 43 of Plaintiffs' First Amended Complaint, Defendant states that agreements speaks for themselves, and denies any allegation contained in Paragraph 43 that is inconsistent with language of those documents.

44. Paragraph 44 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

45. Paragraph 45 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

46. Paragraph 46 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required. To the extent that any response is required, Defendant denies the allegations contained in Paragraph 46 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

47. Paragraph 47 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

48. Paragraph 48 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

49. In response to the allegations contained in Paragraph 49 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 49 that is inconsistent with language of that document.

50. In response to the allegations contained in Paragraph 50 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 50 that is inconsistent with language of that document.

51. In response to the allegations contained in Paragraph 51 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 51 that is inconsistent with language of that document.

52. In response to the allegations contained in Paragraph 52 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 52 that is inconsistent with language of that document.

53. In response to the allegations contained in Paragraph 53 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 53 that is inconsistent with language of that document.

54. Paragraph 54 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

55. Paragraph 55 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

56. In response to the allegations contained in Paragraph 56 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 56 that is inconsistent with language of that document.

57. In response to the allegations contained in Paragraph 57 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 57 that is inconsistent with language of that document.

58. Defendant denies the allegations contained in Paragraph 58 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

59. In response to the allegations contained in Paragraph 59 of Plaintiffs' First Amended Complaint, Defendant states that agreement speaks for itself, and denies any allegation contained in Paragraph 59 that is inconsistent with language of that document.

60. Defendant denies the allegations contained in Paragraph 60 of Plaintiffs' First Amended Complaint.

61. In response to the allegations contained in Paragraph 61 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 61 that is inconsistent with language of that document.

62. In response to the allegations contained in Paragraph 62 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 62 that is inconsistent with language of that document.

63. In response to the allegations contained in Paragraph 63 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 63 that is inconsistent with language of that document.

64. In response to the allegations contained in Paragraph 64 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 64 that is inconsistent with language of that document.

65. Paragraph 65 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

66. Paragraph 66 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

67. Paragraph 67 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

68. In response to the allegations contained in Paragraph 68 of Plaintiffs' First Amended Complaint, Defendant states that release agreement speaks for itself, and denies any allegation contained in Paragraph 68 that is inconsistent with language of that document.

69. In response to the allegations contained in Paragraph 69 of Plaintiffs' First Amended Complaint, Defendant states that release agreement speaks for itself, and denies any allegation contained in Paragraph 69 that is inconsistent with language of that document.

70. In response to the allegations contained in Paragraph 70 of Plaintiffs' First Amended Complaint, Defendant states that release agreement speaks for itself, and denies any allegation contained in Paragraph 70 that is inconsistent with language of that document.

71. In response to the allegations contained in Paragraph 71 of Plaintiffs' First Amended Complaint, Defendant states that amended release agreement speaks for itself, and denies any allegation contained in Paragraph 71 that is inconsistent with language of that document.

72. Paragraph 72 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

73. Defendant denies the allegations contained in Paragraph 73 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

74. Defendant denies the allegations contained in Paragraph 74 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

75. Defendant denies the allegations contained in Paragraph 75 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

76. Paragraph 76 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

77. Defendant denies the allegations contained in Paragraph 77 of Plaintiffs' First Amended Complaint.

78. Defendant denies the allegations contained in Paragraph 78 of Plaintiffs' First Amended Complaint.

79. Defendant denies the allegations contained in Paragraph 79 of Plaintiffs' First Amended Complaint.

80. Defendant denies the allegations contained in Paragraph 80 of Plaintiffs' First Amended Complaint.

81. Defendant denies the allegations contained in Paragraph 81 of Plaintiffs' First Amended Complaint.

82. Defendant denies the allegations contained in Paragraph 82 of Plaintiffs' First Amended Complaint.

83. Defendant denies the allegations contained in Paragraph 83 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

84. Defendant denies the allegations contained in Paragraph 84 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

85. Defendant denies the allegations contained in Paragraph 85 of Plaintiffs' First Amended Complaint.

86. Defendant denies the allegations contained in Paragraph 86 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

87. Defendant denies the allegations contained in Paragraph 87 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

88. Defendant denies the allegations contained in Paragraph 88 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

89. Defendant denies the allegations contained in Paragraph 89 of Plaintiffs' First Amended Complaint.

90. Defendant denies the allegations contained in Paragraph 90 of Plaintiffs' First Amended Complaint.

91. Defendant denies the allegations contained in Paragraph 91 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

92. Defendant denies the allegations contained in Paragraph 92 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

93. Defendant denies the allegations contained in Paragraph 93 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

94. Defendant denies the allegations contained in Paragraph 94 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

95. Defendant denies the allegations contained in Paragraph 95 of Plaintiffs' First Amended Complaint.

96. Defendant denies the allegations contained in Paragraph 96 of Plaintiffs' First Amended Complaint.

97. In response to the allegations contained in Paragraph 97 of Plaintiffs' First Amended Complaint, Defendant states that letter speaks for itself, and denies any allegation contained in Paragraph 97 that is inconsistent with language of that document.

98. In response to the allegations contained in Paragraph 98 of Plaintiffs' First Amended Complaint, Defendant states that documents speaks for themselves, and denies any allegation contained in Paragraph 98 that is inconsistent with language of those documents.

99. In response to the allegations contained in Paragraph 99 of Plaintiffs' First Amended Complaint, Defendant states that document speaks for itself, and denies any allegation contained in Paragraph 99 that is inconsistent with language of that document.

100. Paragraph 100 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

101. Defendant denies the allegations contained in Paragraph 101 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

102. Paragraph 102 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

103. Defendant denies the allegations contained in Paragraph 103 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

104. Paragraph 104 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required. To the extent that any response is required, Defendant denies the allegations contained in Paragraph 104 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

105. Defendant denies the allegations contained in Paragraph 105 of Plaintiffs' First Amended Complaint.

106. Defendant denies the allegations contained in Paragraph 106 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

107. Defendant denies the allegations contained in Paragraph 107 of Plaintiffs' First Amended Complaint.

108. Defendant denies the allegations contained in Paragraph 108 of Plaintiffs' First Amended Complaint.

109. Defendant denies the allegations contained in Paragraph 109 of Plaintiffs' First Amended Complaint.

110. Defendant denies the allegations contained in Paragraph 110 of Plaintiffs' First Amended Complaint.

111. Defendant denies the allegations contained in Paragraph 111 of Plaintiffs' First Amended Complaint.

112. Defendant denies the allegations contained in Paragraph 112 of Plaintiffs' First Amended Complaint.

113. Paragraph 113 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

114. Defendant denies the allegations contained in Paragraph 114 of Plaintiffs' First Amended Complaint.

115. Defendant denies the allegations contained in Paragraph 115 of Plaintiffs' First Amended Complaint.

116. Defendant denies the allegations contained in Paragraph 116 of Plaintiffs' First Amended Complaint.

117. Defendant denies the allegations contained in Paragraph 117 of Plaintiffs' First Amended Complaint.

118. Defendant denies the allegations contained in Paragraph 118 of Plaintiffs' First Amended Complaint.

119. Defendant denies the allegations contained in Paragraph 119 of Plaintiffs' First Amended Complaint.

120. Defendant denies the allegations contained in Paragraph 120 of Plaintiffs' First Amended Complaint.

121. Defendant denies the allegations contained in Paragraph 121 of Plaintiffs' First Amended Complaint.

122. Defendant denies the allegations contained in Paragraph 122 of Plaintiffs' First Amended Complaint.

123. Defendant denies the allegations contained in Paragraph 123 of Plaintiffs' First Amended Complaint.

124. Defendant denies the allegations contained in Paragraph 124 of Plaintiffs' First Amended Complaint.

125. Defendant denies the allegations contained in Paragraph 125 of Plaintiffs' First Amended Complaint.

126. Defendant denies the allegations contained in Paragraph 126 of Plaintiffs' First Amended Complaint.

127. Defendant denies the allegations contained in Paragraph 127 of Plaintiffs' First Amended Complaint.

128. Defendant denies the allegations contained in Paragraph 128 of Plaintiffs' First Amended Complaint.

129. Paragraph 129 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

130. Paragraph 130 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

131. Paragraph 131 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

132. Paragraph 132 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

133. Paragraph 133 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

134. Defendant denies the allegations contained in Paragraph 134 of Plaintiffs' First Amended Complaint.

135. Defendant denies the allegations contained in Paragraph 135 of Plaintiffs' First Amended Complaint.

136. Defendant denies the allegations contained in Paragraph 136 of Plaintiffs' First Amended Complaint.

137. Defendant denies the allegations contained in Paragraph 137 of Plaintiffs' First Amended Complaint.

138. In response to Paragraph 138 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

139. Paragraph 139 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

140. Defendant denies the allegations contained in Paragraph 140 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

141. In response to the allegations contained in Paragraph 141 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 141 that is inconsistent with language of that document.

142. In response to the allegations contained in Paragraph 142 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 142 that is inconsistent with language of that document.

143. Defendant denies the allegations contained in Paragraph 143 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

144. Defendant denies the allegations contained in Paragraph 144 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

145. Defendant denies the allegations contained in Paragraph 145 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

146. In response to Paragraph 146 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

147. Paragraph 147 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

148. Paragraph 148 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

149. In response to the allegations contained in Paragraph 149 of Plaintiffs' First Amended Complaint, Defendant states that option agreements speak for themselves, and denies any allegation contained in Paragraph 149 that is inconsistent with language of those documents.

150. Paragraph 150 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

151. Paragraph 151 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

152. Defendant denies the allegations contained in Paragraph 152 of Plaintiffs' First Amended Complaint.

153. Defendant denies the allegations contained in Paragraph 153 of Plaintiffs' First Amended Complaint.

154. Defendant denies the allegations contained in Paragraph 154 of Plaintiffs' First Amended Complaint.

155. In response to Paragraph 155 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

156. Paragraph 156 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

157. Paragraph 157 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

158. In response to the allegations contained in Paragraph 158 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 158 that is inconsistent with language of that document.

159. Paragraph 159 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

160. Defendant denies the allegations contained in Paragraph 160 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

161. Defendant denies the allegations contained in Paragraph 161 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

162. Defendant denies the allegations contained in Paragraph 162 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

163. In response to Paragraph 163 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

164. Paragraph 164 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

165. Paragraph 165 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

166. In response to the allegations contained in Paragraph 166 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 166 that is inconsistent with language of that document.

167. Paragraph 167 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

168. Paragraph 168 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

169. Defendant denies the allegations contained in Paragraph 169 of Plaintiffs' First Amended Complaint.

170. Defendant denies the allegations contained in Paragraph 170 of Plaintiffs' First Amended Complaint.

171. Defendant denies the allegations contained in Paragraph 171 of Plaintiffs' First Amended Complaint.

172. In response to Paragraph 172 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

173. Paragraph 173 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

174. Paragraph 174 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

175. In response to the allegations contained in Paragraph 175 of Plaintiffs' First Amended Complaint, Defendant states that option agreement speaks for itself, and denies any allegation contained in Paragraph 175 that is inconsistent with language of that document.

176. Paragraph 176 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

177. Defendant denies the allegations contained in Paragraph 177 of Plaintiffs' First Amended Complaint.

178. Defendant denies the allegations contained in Paragraph 178 of Plaintiffs' First Amended Complaint.

179. Defendant denies the allegations contained in Paragraph 179 of Plaintiffs' First Amended Complaint.

180. In response to Paragraph 180 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

181. Paragraph 181 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

182. Paragraph 182 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

183. Defendant denies the allegations contained in Paragraph 183 of Plaintiffs' First Amended Complaint.

184. Defendant denies the allegations contained in Paragraph 184 of Plaintiffs' First Amended Complaint.

185. Defendant denies the allegations contained in Paragraph 185 of Plaintiffs' First Amended Complaint.

186. Defendant denies the allegations contained in Paragraph 186 of Plaintiffs' First Amended Complaint.

187. Paragraph 187 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

188. Defendant denies the allegations contained in Paragraph 188 of Plaintiffs' First Amended Complaint.

189. Defendant denies the allegations contained in Paragraph 189 of Plaintiffs' First Amended Complaint.

190. Defendant denies the allegations contained in Paragraph 190 of Plaintiffs' First Amended Complaint.

191. Defendant denies the allegations contained in Paragraph 191 of Plaintiffs' First Amended Complaint.

192. Defendant denies the allegations contained in Paragraph 192 of Plaintiffs' First Amended Complaint.

193. Defendant denies the allegations contained in Paragraph 193 of Plaintiffs' First Amended Complaint.

194. In response to Paragraph 194 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

195. Paragraph 195 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

196. Defendant denies the allegations contained in Paragraph 196 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

197. Defendant denies the allegations contained in Paragraph 197 of Plaintiffs' First Amended Complaint.

198. Defendant denies the allegations contained in Paragraph 198 of Plaintiffs' First Amended Complaint.

199. Defendant denies the allegations contained in Paragraph 199 of Plaintiffs' First Amended Complaint.

200. Defendant denies the allegations contained in Paragraph 200 of Plaintiffs' First Amended Complaint.

201. Defendant denies the allegations contained in Paragraph 201 of Plaintiffs' First Amended Complaint.

202. Defendant denies the allegations contained in Paragraph 202 of Plaintiffs' First Amended Complaint.

203. Defendant denies the allegations contained in Paragraph 203 of Plaintiffs' First Amended Complaint.

204. Defendant denies the allegations contained in Paragraph 204 of Plaintiffs' First Amended Complaint.

205. Defendant denies the allegations contained in Paragraph 205 of Plaintiffs' First Amended Complaint.

206. Defendant denies the allegations contained in Paragraph 206 of Plaintiffs' First Amended Complaint.

207. In response to Paragraph 207 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

208. Defendant denies the allegations contained in Paragraph 208 of Plaintiffs' First Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth or falsity of the same.

209. Defendant denies the allegations contained in Paragraph 209 of Plaintiffs' First Amended Complaint.

210. Defendant denies the allegations contained in Paragraph 210 of Plaintiffs' First Amended Complaint.

211. Defendant denies the allegations contained in Paragraph 211 of Plaintiffs' First Amended Complaint.

212. Defendant denies the allegations contained in Paragraph 212 of Plaintiffs' First Amended Complaint.

213. In response to Paragraph 213 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

214. Paragraph 214 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

215. Defendant denies the allegations contained in Paragraph 215 of Plaintiffs' First Amended Complaint.

216. Defendant denies the allegations contained in Paragraph 216 of Plaintiffs' First Amended Complaint.

217. Defendant denies the allegations contained in Paragraph 217 of Plaintiffs' First Amended Complaint.

218. Paragraph 218 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

219. Defendant denies the allegations contained in Paragraph 219 of Plaintiffs' First Amended Complaint.

220. Defendant denies the allegations contained in Paragraph 220 of Plaintiffs' First Amended Complaint.

221. In response to Paragraph 221 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

222. Paragraph 222 of Plaintiffs' First Amended Complaint states a legal conclusion to which no response is required.

223. Defendant denies the allegations contained in Paragraph 223 of Plaintiffs' First Amended Complaint.

224. Defendant denies the allegations contained in Paragraph 224 of Plaintiffs' First Amended Complaint.

225. Defendant denies the allegations contained in Paragraph 225 of Plaintiffs' First Amended Complaint.

226. Defendant denies the allegations contained in Paragraph 226 of Plaintiffs' First Amended Complaint.

227. Defendant denies the allegations contained in Paragraph 227 of Plaintiffs' First Amended Complaint.

228. Defendant denies the allegations contained in Paragraph 228 of Plaintiffs' First Amended Complaint.

229. In response to Paragraph 229 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

230. Defendant denies the allegations contained in Paragraph 230 of Plaintiffs' First Amended Complaint.

231. Defendant denies the allegations contained in Paragraph 231 of Plaintiffs' First Amended Complaint.

232. Defendant denies the allegations contained in Paragraph 232 of Plaintiffs' First Amended Complaint.

233. Defendant denies the allegations contained in Paragraph 233 of Plaintiffs' First Amended Complaint.

234. In response to Paragraph 234 of Plaintiffs' First Amended Complaint, Defendant incorporates by reference, as if fully rewritten herein, all preceding paragraphs of his Answer.

235. Defendant denies the allegations contained in Paragraph 235 of Plaintiffs' First Amended Complaint.

236. Defendant denies the allegations contained in Paragraph 236 of Plaintiffs' First Amended Complaint.

237. Defendant denies the allegations contained in Paragraph 237 of Plaintiffs' First Amended Complaint.

238. Defendant denies the allegations contained in Paragraph 238 of Plaintiffs' First Amended Complaint.

239. Defendant denies the allegations contained in Paragraph 239 of Plaintiffs' First Amended Complaint.

AFFIRMATIVE DEFENSES

By way of affirmative defenses to Plaintiffs' First Amended Complaint, Defendant states:

1. Plaintiffs have failed to allege some or all of their claims within the applicable statutes of limitations.
2. Plaintiffs lack standing to bring their claims.
3. Plaintiffs have failed to mitigate their damages.
4. Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.
5. Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.
6. Plaintiffs fail to state claims upon which relief can be granted.
7. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.
8. Plaintiffs' claims are barred in whole or in part based upon the doctrine of laches.

WHEREFORE, Defendant Asaph Rink demands that the First Amended Complaint be dismissed in its entirety with prejudice, and that it recover its costs expended in the defense of this action, including reasonable attorney fees.

Respectfully submitted,

/s/ Jason H. Beehler

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Surplus Freight, Inc., Stage Capital LLC, and
Asaph Rink in Case No. 2:21-cv-1922 and
Counsel for Defendants Joel Cady and Haris
Buljina in Case No. 2:21-cv-2136.*

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CERTIFICATE OF SERVICE

I hereby certify that on June 21, 2021, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will automatically send notification of such filing to all attorneys of record.

/s/ Jason H. Beehler

Jason H. Beehler (0085337)